

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

TRAVELERS INDEMNITY COMPANY,
TRAVELERS CASUALTY AND SURETY
COMPANY and THE PHOENIX
INSURANCE COMPANY,

Plaintiffs,

v.

UNIQUE CASEWORK INSTALLATIONS,
INC.,

Defendant.

Court No: 17-cv-06363

PLAINTIFF'S MOTION FOR PROVE-UP AND ENTRY OF JUDGMENT

NOW COME the Plaintiffs, THE TRAVELERS INDEMNITY COMPANY, TRAVELERS CASUALTY AND SURETY COMPANY, and THE PHOENIX INSURANCE COMPANY (collectively "Travelers" or "Plaintiffs") by and through their attorneys, PETER R. RYNDAK., and for their Motion for Prove-Up of Damages and Entry of Judgment states as follows:

1. On September 1, 2017, Travelers filed its Complaint for Breach of Contract, Unjust Enrichment, and an Account Stated, styled *Travelers Indemnity Company, et al. v. Unique Casework Installations, Inc.*, under Case No: 17-cv-06363. A copy of the Complaint is attached hereto and incorporated herein as **Exhibit "A"**.

2. On January 13, 2017, Defendant Unique Casework Installations, was served with Summons and a copy of Plaintiffs' Complaint. A true and correct copy of the Affidavit of Service performed by United Processing, Inc. evidencing service on this date is attached hereto as **Exhibit "B"** and incorporated herein by reference.

3. Prior to serving Defendant with the Summons and Complaint, Travelers requested a Waiver of Service of Defendants pursuant to FRCP 4(d). Attached hereto as **Exhibit “C”** is the Request for Waiver of Service.

4. Defendants never responded to the request for Waiver of Service nor has Defendant ever appeared in this action subsequent to being served with Summons.

5. On January 9, 2018, a default was entered against Defendant Unique Casework Installations, Inc. (“Unique”) for its failure to file an appearance and/or answer or otherwise plead. Dkt. 10.

6. Travelers sold a series of insurance policies to Unique Casework Installations, Inc. beginning July 1, 2013 through July 2014. As part of these transactions, Travelers performed a series of audits to determine the amount of premium owed by Unique to Travelers for the subject insurance policies. Following the audits, Travelers issued premium invoices to Unique which it has failed to pay, despite Travelers issuing the requested insurance policies.

7. Defendants’ failure to pay the premium constitutes a breach of contract and unjust enrichment for the benefit of Defendant.

8. Travelers issued its Commercial Package Policy No: 6803A382477 for the period 07/01/14 to 06/28/15 to Defendant. See **Exhibit “A”** and **Exhibit “D”** the Affidavit of Rachel O’Neill.

9. Travelers also issued a worker’s compensation policy to Defendant under Policy No: 411T484UB for the period 07/01/2013 to 07/01/2014. **Exhibits “A” and “D.”**

10. Travelers issued another worker’s compensation policy to Defendant under Policy No: 411T484UB for the period 07/01/14 to 07/01/15. **Exhibits “A” and “D.”**

11. The policies of insurance, described above, are contracts which provide insurance coverage for certain liabilities as set-forth in the policies in return for premiums. **Exhibits “A” and “D.”**

12. Travelers has fulfilled its contractual obligations to provide the coverage afforded by the policies it issued.

13. Following the issuance of the subject insurance policies, Travelers performed an audit to determine actual exposure under the policies which resulted in additional premiums owed and billed to Defendant. **Exhibits “A” and “D.”**

14. Following the audits of the policies, Defendant owes Travelers and was billed \$382,898.00. See, Exhibits A and D.

15. To date, Defendants have failed to and refused to remit payment of \$382,898.00 owed to Travelers under the policies and in breach of the insurance contracts. **Exhibits “A” and “D.”**

16. As a result of Unique’s breach of the insurance contracts, Travelers is entitled to a judgment in the amount of \$382,898.00 plus interest, fees and costs.

17. Moreover, Defendants have been unjustly enriched by the receipt of insurance coverage for which it did not pay, to Travelers detriment.

18. Along these lines, Defendant has unjustly failed, refused and continuous to refuse to pay the balance due and owing to Travelers thereby resulting in unjust enrichment to Defendant and damages to Travelers in the amount of \$382,898.00.

19. Moreover, though Defendant was served with a Request for Waiver of Service, it refused to accept same. As a result, Travelers was forced to issue a Summons and serve

Defendant at a cost of \$96.50. Attached hereto as **Exhibit “E”** is the invoice Travelers paid to effectuate service on Defendants.

20. Travelers is entitled to recover the costs of service upon Defendant.

WHEREFORE, Plaintiffs demand judgment against Unique Casework Installations, Inc. in the amount of \$382,898.00 for compensatory damages, together with costs of service in the amount of \$96.50 and for such further relief the Court deems just and proper.

TRAVELERS INDEMNITY COMPANY,
TRAVELERS CASUALTY AND SURETY
COMPANY and THE PHOENIX INSURANCE
COMPANY

By: /s/ Peter R. Ryndak
One of the Attorneys

Glenn F. FencI, ARDC #03126086
Peter R. Ryndak, ARDC #06238006
JOHNSON & BELL, LTD.
33 West Monroe Street - Suite 2700
Chicago, Illinois 60603
312.372.0770 (T)
312.372.9818 (F)
fencI@jbltd.com
ryndakp@jbltd.com
#5066971